Court File No. CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

MOTION RECORD OF THE APPLICANT
(Stay Extension and Discharge Order)
(Returnable October 27, 2015)

October 23, 2015

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Court File No. CV-13-10274-00CL

ONTARIO
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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INDEX

Tab:	Document:	Page No.:
1	Notice of Motion returnable October 27, 2015	1
2	Affidavit of William E. Aziz, sworn October 23, 2015 along with Exhibits:	17
(a)	Initial Order dated September 30, 2013	24
(b)	Order dated July 15, 2015 (redacted version)	47
(c)	Claims Procedure Order dated August 12, 2015	57
(d)	Distribution Order dated August 14, 2015	78
3	Draft form of Order	94

Tab 1

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ONTARIO
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Applicant

NOTICE OF MOTION
(Returnable October 27, 2015)

The Applicant, Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") will make a motion to a Judge presiding over the Commercial List on October 27, 2015 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR

1. an Order, among other things:

   (a) approving the activities of Ernst & Young Inc., in its capacity as Monitor in these proceedings (in such capacity, the "**Monitor**") as set out in the eighteenth report of the Monitor to be filed (the "**Eighteenth Report**"), as well as the Sixteenth Report of the Monitor dated August 11, 2015, and the Seventeenth Report of the Monitor dated August 13, 2015;

(b) approving the fees and disbursements of the Monitor and its counsel from September 13, 2014 to the date of the completion of the Monitor's appointment, including an accrual for fees and disbursements to completion of the Monitor's appointment, all as described in the Eighteenth Report;

(c) discharging Ernst & Young Inc. as Monitor of the Applicant in the within proceedings upon completion of certain outstanding matters;

(d) providing for the termination and discharge of the engagement of BlueTree Advisors II Inc., and William E. Aziz on behalf of BlueTree Advisors II Inc., as Chief Restructuring Officer of the Applicant (in such capacity, the "**CRO**");

(e) extending the Stay Period (as defined in the Initial Order);

(f) providing for the termination of these proceedings; and

2. Such further and other relief as counsel may request and this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

3. Holdings and its former subsidiaries, Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**") and 8445022 Canada Inc., commenced proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and obtained the Initial Order in these proceedings on September 30, 2013 (as amended, the" **Initial Order**");

4. On June 24, 2015, this Court approved the transaction pursuant to which Rogers Communications Inc., or its designated affiliate, would purchase all the shares of Wireless from Holdings (the "**Rogers Sale**") for aggregate consideration of $465 million, subject to certain adjustments;

5. The Rogers Sale was completed effective July 2, 2015, and Holdings is now the only Applicant that remains in these proceedings;

6. Following completion of the Rogers Sale, the Applicant obtained an order authorizing repayment of the remaining balance owing on the Applicant's interim financing facility entered into on January 29, 2015 and the notes issued thereunder from the proceeds of the Rogers Sale;

7. On August 14, 2015, the Applicant also obtained an order approving distributions of its remaining funds on hand, net of certain holdbacks, to creditors (the "**Distribution Order**");

8. The following amounts have been paid pursuant to the Distribution Order:

   (a) $163,897,766.72 was paid in full and final satisfaction of amounts owing under the 9.5% first lien senior secured notes issued by Wireless and guaranteed by the Applicant, other than certain notes that were released as against Holdings in connection with the Rogers Sale;

   (b) $67,719,443.63 was paid in full and final satisfaction of the 15.5% second lien secured notes issued by Wireless and guaranteed by the Applicant;

   (c) $40,933,000 was paid as a partial payment on the convertible unsecured notes issued by the Applicant;

   (d) $71,059,000 was paid as a partial payment on the 15% senior unsecured notes issued by the Applicant;

   (e) $1,250,000 was paid on account of the DAVE Priority Payment Amount (as defined in the Distribution Order); and

(f) $1,200,000 was paid on account of the Quadrangle Priority Payment Amount (as defined in the Distribution Order);

9. Certain amounts have also been paid on account of obligations secured by the Administration Charge (as defined in the Initial Order);

10. At this time, Holdings has no operations and its primary remaining tasks are completion of the claims process established in the Claims Procedure Order obtained by the Applicant on August 12, 2015 (the "**Claims Procedure Order**") and distribution of its remaining cash;

11. Proofs of Claim asserting claims in the aggregate amount of US$7,608.21[1] and CDN$324,638.53[1] were filed in the claims process established by the Claims Procedure Order, all of which have been disallowed in full in accordance with the Claims Procedure Order. Claims having an aggregate value of CDN$211,130.67 continue to be the subject of dispute (the "**Disputed Claims**");

12. These CCAA Proceedings are substantially complete;

13. The only additional remaining material step that the Applicant has proposed is a transaction to transfer remaining Claims (as defined in the Claims Procedure Order) and remaining assets to a new corporation;

14. The provisions of the CCAA; and

15. Such further and other grounds as counsel may advise and this Court may permit.

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[1] This figure includes claims that were filed after the Claims Bar Date established under the Claims Procedure Order. The Claims Bar Date has not been extended.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of William E. Aziz sworn October 23, 2015 and the Exhibits attached thereto;

2. The Eighteenth Report of the Monitor to be filed; and

3. Such further and other material as counsel may advise and this Court may permit.

October 23, 2015

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TO: The Attached Service List

6

Court File No. CV-13-10274-00CL

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Court File No: CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable October 27, 2015)

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Tab 2

Court File No. CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

AFFIDAVIT OF WILLIAM E. AZIZ
(Sworn October 23, 2015)

I, WILLIAM E. AZIZ, of the Town of Oakville, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of BlueTree Advisors II Inc. ("**BlueTree**"), which was retained by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") to provide my services to Holdings and its now former affiliates (collectively, with Holdings, the "**Mobilicity Group**") as Chief Restructuring Officer of the Mobilicity Group. BlueTree was retained pursuant to an Engagement Letter dated April 24, 2013.

2. My engagement was ratified and confirmed by Order of this Court on September 30, 2013 (as amended, the "**Initial Order**"). A copy of the Initial Order is attached hereto as Exhibit "A".

3. I began overseeing the restructuring efforts of the Mobilicity Group on April 24, 2013.

4. BlueTree's appointment as Chief Restructuring Officer of Data & Audio-Visual Enterprises Wireless Inc. ("**Wireless**"), 8440522 Canada Inc. and 2451608 Ontario Inc. (collectively, the "**Wireless Entities**"), my engagement under that appointment, and my role as the sole director of the Wireless Entities, were discharged by Order of this Court on June 29, 2015. That discharge became effective upon completion of the Rogers Sale (as defined below).

5. At this time, BlueTree remains the Chief Restructuring Officer of Holdings, and my engagement by BlueTree in connection with that role continues. I am also a director of Holdings. As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated.

History of these Proceedings

6. The Mobilicity Group commenced these proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended, (the "**CCAA**") and obtained the Initial Order in these proceedings on September 30, 2013.

7. Ernst & Young Inc. was appointed as Monitor of the Mobilicity Group (the "**Monitor**") pursuant to the Initial Order and the Order of the Court granted on January 28, 2015.

8. On June 23, 2015, Holdings and Wireless entered into an agreement with Rogers Communications Inc. (the "**Rogers Sale Agreement**") pursuant to which Holdings would sell its right, title and interest in the shares of Wireless (Holdings' wholly-owned operating subsidiary), and indirectly the other Wireless Entities, to Rogers Communications Inc. or its designated affiliate (the "**Rogers Sale**") for aggregate consideration of $465 million, subject to certain adjustments. In connection with the Rogers Sale, the 9.5% first lien notes held by funds managed by The Catalyst Capital Group (the "**Assumed First Lien Notes**") were released as against the Applicant.

9. The Rogers Sale was completed on July 2, 2015.

10. Following completion of the Rogers Sale, the Applicant obtained certain administrative relief pursuant to an Order granted July 15, 2015 (the "**July 15 Order**"), including discharge of the Monitor in respect of the Wireless Entities. The July 15 Order also authorized repayment of the remaining balance owing on the Applicant's interim financing facility entered into on January 29, 2015 and the notes issued thereunder from the proceeds of the Rogers Sale. That repayment was completed on July 27, 2015 in the amount of $1,968,375.08. A copy of the July 15 Order is attached hereto as Exhibit "B".

11. On August 12, 2015, the Applicant obtained a Claims Procedure Order (the "**Claims Procedure Order**"), which established a process for the identification and determination of claims against the Applicant and its present and former directors and officers and established a claims bar date of September 21, 2015. A copy of the Claims Procedure Order, without schedules, is attached hereto as Exhibit "C".

12. On August 14, 2015, the Applicant also obtained an order approving distributions of its remaining funds on hand, net of certain holdbacks, to creditors (the "**Distribution Order**"). A copy of the Distribution Order is attached hereto as Exhibit "D".

13. The following amounts have been paid pursuant to the Distribution Order:

(a) $163,897,766.72 was paid in full and final satisfaction of amounts owing under the 9.5% first lien senior secured notes issued by Wireless and guaranteed by the Applicant, other than the Assumed First Lien Notes, which were released as against Holdings in connection with the Rogers Sale.

(b) $67,719,443.63 was paid in full and final satisfaction of the 15.5% second lien secured notes issued by Wireless and guaranteed by the Applicant;

(c) $40,933,000 was paid as a partial payment on the convertible unsecured notes issued by the Applicant;

(d) $71,059,000 was paid as a partial payment on the 15% senior unsecured notes issued by the Applicant;

(e) $1,250,000 was paid on account of the DAVE Priority Payment Amount (as defined in the Distribution Order); and

(f) $1,200,000 was paid on account of the Quadrangle Priority Payment Amount (as defined in the Distribution Order).

14. Certain amounts have also been paid on account of obligations secured by the Administration Charge (as defined in the Initial Order).

15. I am advised by the Monitor that Proofs of Claim asserting claims in the aggregate amount of US$7,608.21[1] and CDN$324,638.53[1] were filed in the claims process established by the Claims Procedure Order, all of which have been disallowed in full in accordance with the Claims Procedure Order. Claims having an aggregate value of CDN$211,130.67 continue to be the subject of dispute (the "**Disputed Claims**"). All such claims are based upon alleged commercial arrangements with Wireless, and not the Applicant.

16. In accordance with the Claims Procedure Order, no proofs of claim were required to be filed in connection with the convertible unsecured notes issued by the Applicant or the 15% senior unsecured notes issued by the Applicant.

Order Requested

17. I swear this Affidavit in support of a motion seeking an order, among other things:

[1] These figures include claims that were filed after the Claims Bar Date established under the Claims Procedure Order. The Claims Bar Date has not been extended.

(a) approving the activities of Ernst & Young Inc., in its capacity as Monitor in these proceedings (in such capacity, the "**Monitor**") as set out in the eighteenth report of the Monitor to be filed (the "**Eighteenth Report**"), as well as the Sixteenth Report of the Monitor dated August 11, 2015, and the Seventeenth Report of the Monitor dated August 13, 2015;

(b) approving the fees and disbursements of the Monitor and its counsel from September 13, 2014 to the date of the completion of the Monitor's appointment, including an accrual for fees and disbursements to completion of the Monitor's appointment, all as described in the Eighteenth Report; and

(c) discharging Ernst & Young Inc. as Monitor of the Applicant upon completion of certain outstanding matters;

(d) providing for the termination and discharge of the engagement of the CRO;

(e) extending the Stay Period (as in the Initial Order); and

(f) providing for the termination of these proceedings,

18. At this time Holdings has cash in the approximate amount of $619,470 (the "**Remaining Cash**").

19. Holdings has no operations or material assets other than the Remaining Cash and certain tax losses. Holdings may also have certain other potential contingent assets in the form of tax refunds or litigation claims.

20. These CCAA Proceedings are substantially complete. The only remaining necessary steps are:

(a) to resolve the Disputed Claims; and

(b) to pay any remaining funds to creditors in accordance with the Distribution Order.

21. The Applicant expects to be in a position to complete these matters over the course of the next month, and, with respect to the resolution of the Disputed Claims, intends to bring a motion to this Court on such a timeline for that purpose.

22. The only additional remaining material step that the Applicant has proposed is a transaction to transfer remaining Claims (as defined in the Claims Procedure Order) and remaining assets to a new corporation (the "**Residual Asset Transaction**"). Such a transaction may be of benefit to the remaining shareholders of the Applicant and, as such, would be funded by any shareholders that would benefit from such a transaction and such a transaction would be subject to court approval if it was to be completed during the continuation of these CCAA Proceedings.

23. The Applicant seeks to establish a mechanism by which these proceedings can be terminated in the near future with minimal future court attendances and minimal cost. The Order requested seeks to achieve the following in due course:

(a) discharge of the Monitor;

(b) discharge of the CRO;

(c) termination of the CCAA Proceedings; and

(d) an extension of the Stay Period, which currently expires on October 30, 2015, until such time as all of the above are completed.

24. The discharge of the Monitor will occur at a time when the Monitor has completed all Outstanding Matters (as defined in the draft form of order). The Applicant's objective is to have any Outstanding Matters completed during the month of November.

25. The discharge of the CRO will occur on November 24, 2015, and costs associated with retention of the CRO will cease at that time. In view of the limited remaining assets of the

Applicant and the remaining steps to be taken to complete these CCAA Proceedings, the continued retainer of the CRO beyond November 24, 2015 is not believed to be necessary at this time.

26. The termination of the CCAA Proceedings and the termination of the Stay Period will coincide with the completion of all Outstanding Matters. This flexibility with respect to the termination of the CCAA Proceedings and the Stay Period is reasonable in the circumstances given the limited nature of remaining steps to complete these proceedings and the costs that will be saved from avoiding further motions to deal with Stay Period or termination matters.

27. The Applicant has proceeded, and continues to proceed in good faith and with due diligence to complete these proceedings as efficiently as possible.

28. I am advised that the Monitor supports the relief sought by the Applicant on this Motion.

Town MV

SWORN BEFORE ME at the ~~City~~ of Oakville, Province of Ontario, on October 23, 2015

Commissioner for Taking Affidavits

Michael Alexander Viner, a Commissioner, etc., Province of Ontario, while a Student-at-Law. **Expires April 15, 2017.**

WILLIAM E. AZIZ

DOCSTOR: 5260834

This is **Exhibit "A"** referred to in the

Affidavit of **William E. Aziz**

sworn before me, this **23rd day**

of **October, 2015**

A Commissioner for taking Affidavits

Michael Alexander Viner, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 15, 2017.

Court File No. CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 30TH
	)	
JUSTICE NEWBOULD	)	DAY OF SEPTEMBER, 2013

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicants

INITIAL ORDER

THIS APPLICATION, made by Data & Audio-Visual Enterprises Holdings Inc., Data & Audio-Visual Enterprises Wireless Inc. and 8440522 Canada Inc. (collectively, the "Applicants"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of William E. Aziz sworn September 29, 2013 and the Exhibits thereto (the "Aziz Affidavit"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, Ernst & Young Inc. (as the proposed Monitor), the Ad Hoc Committee of Noteholders (as defined in the Aziz Affidavit), the DIP Lenders (as defined in the Aziz Affidavit), The Catalyst Capital Group Inc., and Equity Financial Trust Company, no one else appearing although duly served as appears from the affidavit of service of Evan Cobb sworn September 30, 2013 and on reading the consent of Ernst & Young Inc. to act as the Monitor,

, QCP CW S.A.R.L.

DOCSTOR: 2824745\1

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicants shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel, including counsel to any board of directors of the Applicants, and such other persons (collectively "Assistants") currently retained or employed by any of them, with liberty to retain, subject to the prior approval of the Chief Restructuring Officer, such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicants shall be entitled to continue to utilize the cash management systems currently in place with, among others, National Bank, TIO Networks Corp., and Chase Paymentech Solutions ("Paymentech") as described in the Aziz Affidavit or, with the consent of the DIP Lenders, replace those systems with other substantially similar central cash management systems (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation

whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that, subject to the terms and conditions of the DIP Loan Agreement, including the applicable terms therein that refer to the cash flow forecast approved by the DIP Lenders pursuant to the DIP Loan Agreement (the "Cash Flow Forecast"), the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, commissions, employee benefits, vacation pay (excluding any severance or termination payments without the consent of the Chief Restructuring Officer (as defined below) and the DIP Lenders) and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) any amounts owing to Dealers (as such term is defined in the Aziz Affidavit) and incurred in the ordinary course of business and consistent with existing Dealer compensation policies and arrangements, subject to the prior approval of the Chief Restructuring Officer; and

(c) the reasonable fees and disbursements of any Assistants retained or employed by an Applicant in respect of these proceedings, at their standard rates and charges, subject to the prior approval of the Chief Restructuring Officer.

7. THIS COURT ORDERS that the Applicants shall be authorized but not required to continue to perform and provide services for which customers of any of the Applicants prepaid prior to the date of this Order in the ordinary course.

8. THIS COURT ORDERS that, subject to the terms and conditions of and availability under the DIP Loan Agreement, including the applicable terms therein that refer to the Cash Flow Forecast, and except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services, subject to the prior approval of the Chief Restructuring Officer; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

9. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the

Applicants, subject to the prior approval of the Chief Restructuring Officer.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, monthly in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Applicants to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their respective Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. THIS COURT ORDERS that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their business or operations, and to dispose of redundant or non-material assets not exceeding $500,000 in any one transaction or $2,000,000 in the aggregate, subject to the prior approval of the Chief Restructuring Officer.

(b) terminate the employment of such of their employees as they deem appropriate, subject to the prior approval of the Chief Restructuring Officer;

(c) disclaim, in whole or in part, with prior consent of the Monitor and the DIP Lenders or further Order of the Court, such of their arrangements or agreements, whether oral or written, as the Applicants deem appropriate, in accordance with Section 32 of the CCAA, with such disclaimers to be on such terms as may be agreed upon between the Applicants and such counter-parties, or failing such agreement, with the consequences thereof to be dealt with in the Plan; and

(d) pursue all avenues of refinancing and offers for material parts of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or sale,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

13. THIS COURT ORDERS that an Applicant shall provide each of the relevant landlords with notice of that Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the applicable Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the applicable Applicant, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If an Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to that Applicant's claim to the fixtures in dispute.

14. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against an Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

15. THIS COURT ORDERS that until and including October 30, 2013, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of any of the Applicants, the Monitor, the DIP Lenders, the holders of the Bridge Notes (in such capacities, the "Bridge Lenders") or Equity Financial Trust Company (in its capacity as Trustee and Collateral Agent under the Bridge Notes, the DIP Facility and the First Lien Notes (as such term is defined in the Aziz Affidavit)) (in such capacity, the "Trustee") or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court. This Paragraph 15 shall apply to Proceedings commenced or continued against or in respect of the Trustee, DIP Lenders or the Bridge Lenders solely to the extent that such Proceedings relate to the DIP Lenders' or the Bridge Lenders' lending arrangements with the Applicants.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of any of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

17. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Applicants, except with

the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with any of the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, including without limitation National Bank and Paymentech, TIO Networks Corp., payroll services, insurance, transportation services, utility or other services to the Business or any of the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by any of the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the applicable Applicant in accordance with normal payment practices of that Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of any of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such

obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. THIS COURT ORDERS that each Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of that Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of $550,000, as security for the indemnity provided in paragraph 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs 53 and 55 herein.

23. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) an Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

APPOINTMENT OF MONITOR

24. THIS COURT ORDERS that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

25. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and

obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicants' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicants, to the extent required by the Applicants, in its dissemination, to the DIP Lenders and its counsel at the times required under the DIP Loan Agreement (as such term is defined in the Aziz Affidavit) of financial and other information as agreed to between the Applicants and the DIP Lenders which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lenders;

(d) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting required by the DIP Lenders, which information shall be reviewed with the Monitor and delivered to the DIP Lenders and their counsel on a periodic basis at the times required in the DIP Loan Agreement, or as otherwise agreed to by the DIP Lenders;

(e) advise the Applicants in their development of the Plan and any amendments to the Plan;

(f) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;

(h) assist the Applicants, to the extent required by the Applicants, with their restructuring activities and/or any sale of the Property and the Business or any part thereof;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

26. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

27. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. THIS COURT ORDERS that the Monitor shall provide any creditor of an Applicant and the DIP Lenders with information provided by that Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by any of the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

29. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or

obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. THIS COURT ORDERS that, subject to the terms and conditions of and availability under the DIP Loan Agreement, including the applicable terms therein that refer to the Cash Flow Forecast, and the prior approval of the Chief Restructuring Officer (i) the Monitor, counsel to the Monitor, counsel to the Applicants, counsel to the DIP Lenders and the Ad Hoc Committee of Noteholders, and the Trustee shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings; and (ii) the Financial Advisors and the Chief Restructuring Officer (each as defined in the Aziz Affidavit) shall be paid their reasonable fees and disbursements, in each case in accordance with the terms of the Engagement Letters (as defined in the Aziz Affidavit). The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicants and counsel for the DIP Lenders and the Ad Hoc Committee of Noteholders on a weekly basis, or on such basis as otherwise agreed by the Applicants and the applicable payee. The Applicants are hereby authorized and directed to pay amounts owing to the Chief Restructuring Officer in accordance with the terms of its Engagement Letter monthly in advance.

31. THIS COURT ORDERS that if requested by the Applicants, the DIP Lenders, or this Court, the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

32. THIS COURT ORDERS that the Monitor, counsel to the Monitor, if any, the Applicants' counsel, counsel for the DIP Lenders and the Ad Hoc Committee of Noteholders, the Financial Advisors, the Chief Restructuring Officer and counsel to any board of directors of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of $10,000,000, as security for their professional fees and disbursements incurred (i) at the standard rates and charges of the Monitor and such counsel both before and after the making of this Order in respect of these proceedings; or (ii) as prescribed in the Engagement Letters in the case of the Financial Advisors and the Chief Restructuring Officer. The Administration Charge shall have

the priority set out in paragraphs 53 and 55 hereof.

APPROVAL OF FINANCIAL ADVISORS' ENGAGEMENT

33. THIS COURT ORDERS that the Applicants are authorized to continue the engagement of the Financial Advisors on the terms and conditions set out in the FA Engagement Letters (as such term is defined in the Aziz Affidavit).

34. THIS COURT ORDERS that the FA Engagement Letters be and are hereby ratified and confirmed and the Applicants are authorized to perform their obligations thereunder.

35. THIS COURT ORDERS that any obligations of the Applicants under the FA Engagement Letters, whether for payment of fees, expenses, indemnities or otherwise, shall be entitled to the benefit of the Administration Charge.

36. THIS COURT ORDERS that any claims of the Financial Advisors under the FA Engagement Letters shall be treated as unaffected in any Plan.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

37. THIS COURT ORDERS that the Applicants are authorized to continue the engagement of BlueTree Advisors II Inc. as Chief Restructuring Officer (in such capacity, the "Chief Restructuring Officer") on the terms and conditions set out in the CRO Engagement Letter (as such term is defined in the Aziz Affidavit).

38. THIS COURT ORDERS that the CRO Engagement Letter be and is hereby ratified and confirmed and the Applicants are authorized to perform their obligations thereunder.

39. THIS COURT ORDERS that any obligations of the Applicants under the CRO Engagement Letter, whether for payment of fees, expenses, indemnities or otherwise, shall be entitled to the benefit of the Administration Charge.

40. THIS COURT ORDERS that any claims of the Chief Restructuring Officer under the CRO Engagement Letter shall be treated as unaffected in any Plan.

DIP FINANCING

41. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to

obtain and borrow under a credit facility (the "DIP Facility") from the DIP Lenders in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under the DIP Facility shall not exceed the amounts prescribed in the DIP Loan Agreement.

42. THIS COURT ORDERS that the DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Loan Agreement.

43. THIS COURT ORDERS that the DIP Facility and the DIP Loan Agreement be and are hereby approved.

44. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the DIP Loan Agreement or as may be reasonably required by the DIP Lenders pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lenders under and pursuant to the DIP Loan Agreement and the other Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

45. THIS COURT ORDERS that the DIP Lenders shall be entitled to the benefit of and are hereby granted a charge (the "**DIP Lenders' Charge**") on the Property as security for any and all obligations of the Applicants under the DIP Loan Agreement and the Definitive Documents (including on account of principle, interest, fees, expenses and other liabilities) (the aggregate of all such obligations being the "**DIP Indebtedness**"), which DIP Lenders' Charge shall be in the aggregate amount of the DIP Indebtedness outstanding at any given time. The DIP Lenders' Charge shall not secure an obligation that exists before this Order is made. The DIP Lenders' Charge shall have the priority set out in paragraphs 53 and 55 hereof.

46. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

(a) the DIP Lenders may take such steps from time to time as they may deem necessary or appropriate to file, register, record or perfect the DIP Lenders' Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the DIP Loan Agreement, the Definitive Documents or the DIP Lenders' Charge (A) the DIP Lenders may cease making advances to the Applicants, (B) the DIP Lenders may (i) set off and/or consolidate any amounts owing by the DIP Lenders to the Applicants against the obligations of the Applicants to the DIP Lenders under the DIP Loan Agreement, the Definitive Documents, or the DIP Lenders' Charge and make demand, accelerate payment and give other notices, and (ii) following an Order of the Court, granted on 5 days' notice to the Applicants and the Monitor, exercise any and all of their respective rights and remedies against the Applicants or the Property under or pursuant to the DIP Loan Agreement, the Definitive Documents, the DIP Lenders' Charge, or the *Personal Property Security Act* of Ontario or any other applicable jurisdiction, including without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants;

(c) the foregoing rights and remedies of the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property; and

(d) notwithstanding any other provision hereof, the DIP Lenders shall not take any steps to enforce their security granted in connection with DIP Loan Agreement or the Definitive Documents without prior approval of the Court.

47. THIS COURT ORDERS AND DECLARES that the DIP Lenders shall be treated as unaffected in any plan of arrangement or compromise filed by any of the Applicants under the CCAA, or any proposal (the "Proposal") filed by any of the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

48. THIS COURT ORDERS that the obligations under ~~the Bridge Notes,~~ the DIP Loan Agreement and the Definitive Documents shall be treated as unaffected by any Plan or any Proposal and the Applicants shall not file a Plan in these proceedings or any Proposal that does not provide for the indefeasible payment in full in cash of the obligations outstanding in respect of ~~the Bridge Notes,~~ the DIP Loan Agreement and the Definitive Documents as a pre-condition

to the implementation of any such Plan.

49. THIS COURT ORDERS that, subject to the terms of this Order, including without limitation paragraph 11, the Applicants are hereby authorized and empowered to take all steps and actions in respect of, and comply with all of their obligations pursuant to, the Bridge Notes and such other agreements, security documents, guarantees and other definitive documents as executed in connection with the Bridge Notes.

KEY EMPLOYEE RETENTION PLAN

50. THIS COURT ORDERS that the payments to be made pursuant to the Key Employee Retention Plan (as such terms are defined in the Aziz Affidavit) as described in the supplemental employment agreements of the Key Employees (as such term is defined in the Aziz Affidavit), which are attached as confidential exhibits to the Aziz Affidavit, are hereby approved and the Applicants are authorized and directed to make payments in accordance with the terms of such supplemental employment agreements.

51. THIS COURT ORDERS that the Key Employees shall be entitled to the benefit of and are hereby granted a charge (the "**KERP Charge**") on the Property, which charge shall not exceed an aggregate amount of $600,000, to secure the amounts payable to the Key Employees pursuant to paragraph 50 of this Order.

52. THIS COURT ORDERS that the KERP Charge shall have the priority set forth in paragraphs 53 and 55.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

53. THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge, the DIP Lenders' Charge, and the KERP Charge as among them and relative to the liens securing the obligations under the First Lien Notes and the Bridge Notes, shall be as follows:

(a) First, liens securing obligations under the First Lien Notes and the First Lien Notes Indenture (as defined in the Aziz Affidavit) (collectively, the "First Lien Notes Liens");

(b) Second, the Administration Charge and the KERP Charge on a *pari passu* basis;

(c) Third, the Directors' Charge;

(d) Fourth, the DIP Lenders' Charge and the liens securing the obligations under the Bridge Notes, on a *pari passu* basis.

54. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge, the KERP Charge or the DIP Lenders' Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

55. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge, the KERP Charge and the DIP Lenders' Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person with the exception of the First Lien Notes Liens and the Encumbrances ranking in priority to the First Lien Notes Liens.

56. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge or the DIP Lenders' Charge, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Lenders and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

57. THIS COURT ORDERS that the Directors' Charge, the Administration Charge, the KERP Charge, the Definitive Documents and the DIP Lenders' Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") and/or the DIP Lenders thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of

Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Loan Agreement or the Definitive Documents shall create or be deemed to constitute a breach by an Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from an Applicant entering into the DIP Loan Agreement, the creation of the Charges, or the execution, delivery or performance of the other Definitive Documents; and

(c) the payments made by the Applicants pursuant to this Order, the DIP Loan Agreement or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

58. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in an Applicant's interest in such real property leases.

59. THIS COURT ORDERS that the deposit accounts held by Paymentech and containing cash collateral pledged to Paymentech in an amount not to exceed $1,200,000 shall be excluded from the DIP Lenders' Charge, the Administration Charge, the KERP Charge and the Directors' Charge and shall be held as security for any Chargebacks (as such term is defined in the Select Merchant Application and Agreement dated as of April 16, 2010 between Wireless and Paymentech) arising after the date of this Order.

SERVICE AND NOTICE

60. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe & Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner

prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against an Applicant of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder. The list included in subparagraph (C) above shall not include the names, addresses or estimated amounts of the claims of those creditors who are individuals or any personal information in respect of an individual.

61. THIS COURT ORDERS that the Applicants and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

62. THIS COURT ORDERS that the Applicants, the Monitor, the DIP Lenders, the Ad Hoc Committee of Noteholders and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at www.ey.com/ca/mobilicity.

SEALING OF CONFIDENTIAL EXHIBITS

63. THIS COURT ORDERS that Confidential Exhibits "K", "L" and "W" through "DD" be and are hereby sealed pending further Order of the Court and shall not form part of the public record.

GENERAL

64. THIS COURT ORDERS that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

65. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting

as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of an Applicant, the Business or the Property.

66. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

67. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

68. THIS COURT ORDERS that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order; provided, however, that the DIP Lenders shall be entitled to rely on this Order as issued for all advances made under the DIP Loan Agreement and Definitive Documents up to and including the date this Order may be varied or amended.

69. THIS COURT ORDERS that, notwithstanding the immediately preceding paragraph, no order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the DIP Loan Agreement and the Definitive Documents, including, without limitation, Paragraphs 42 to 49, and 53 to 58, inclusive, unless notice of a motion is served on the Monitor, the Applicants and the DIP Lenders, returnable no later than October ~~8~~, 2013.

17

70. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

SEP 3 0 2013

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., AND DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Court File No:

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

INITIAL ORDER

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Lawyers for the Applicants

46

DOCSTOR: 2824745\1

This is **Exhibit "B"** referred to in the

Affidavit of **William E. Aziz**

sworn before me, this **23rd day**

of **October, 2015**

A Commissioner for taking Affidavits

Michael Alexander Viner, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 15, 2017.

Court File No. CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	WEDNESDAY, THE 15TH
	)	
JUSTICE NEWBOULD	)	DAY OF JULY, 2015

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

Applicants

ORDER

THIS MOTION made by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") for an Order:

(a) approving the distribution on behalf of the Applicant of a certain portion of the Wireless Distribution Amount (as defined below) in respect of the DIP Notes (as defined below); and

(b) approving certain other relief as sought in the Notice of Motion dated July 14, 2015,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of William E. Aziz, sworn July 14, 2015 (the "**Aziz Affidavit**"), the Fifteenth Report of Ernst & Young Inc., in its capacity as court-appointed Monitor in these proceedings (the "**Monitor**"), dated July 14, 2015 (the "**Fifteenth Report**"), and upon hearing the submissions of counsel for the Applicant and the Monitor and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of Evan Cobb sworn July 15, 2015.

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the Fifteenth Report be and is hereby abridged and validated, such that this Motion is properly returnable today, and that any further service of the Notice of Motion, the Motion Record or the Fifteenth Report is hereby dispensed with.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Aziz Affidavit, and that the following terms shall have the following meanings for the purposes of this Order:

   (a) "**DIP Agreement**" means the debtor-in-possession note purchase agreement approved by the Order of this Court made January 28, 2015, and entered into on January 29, 2015, between Holdings, the Wireless Entities, Equity Financial Trust Company (as collateral agent), and the lenders party thereto;

   (b) "**DIP Notes**" means those notes issued to the lenders under the DIP Agreement; and

   (c) "**Vesting Order**" means the Order of this Court granted in this proceeding on June 29, 2015;

   (d) "**Wireless**" means Data & Audio-Visual Enterprises Wireless Inc.;

(e) "**Wireless Distribution Amount**" has the meaning ascribed thereto in the Vesting Order; and

(f) "**Wireless Entities**" means, collectively, Wireless, 2451608 Ontario Inc. and 8440522 Canada Inc.

DISTRIBUTION

3. **THIS COURT ORDERS** that the Monitor (on behalf of the Applicant) is authorized, directed and empowered to make a distribution (the "**DIP Note Distribution**") from the Wireless Distribution Amount to the holders of the DIP Notes of an amount equal to all amounts owing in respect of the DIP Notes in accordance with the provisions of the DIP Agreement, the aggregate amount of which shall be reflected in a payout letter to be executed between Holdings and the holders of the DIP Notes, in full and final satisfaction of all amounts owing under the DIP Notes and the DIP Agreement.

4. **THIS COURT ORDERS** that the Monitor is hereby authorized, directed and empowered to take any further steps that it deems necessary or desirable to complete the distribution described in Paragraph 3 above.

5. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Applicant;

the DIP Note Distribution shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation, and shall, upon the receipt thereof by holders of the DIP Notes, be free of all claims, liens, security interests, charges or other encumbrances granted by or relating to Holdings or the Wireless Entities.

DISCHARGE OF MONITOR OF WIRELESS ENTITIES

6. **THIS COURT ORDERS AND DECLARES** that effective, *nunc pro tunc*, to the date of filing of the Monitor's Certificate (as defined in the Vesting Order) with the Court, the Monitor is discharged from its appointment as Monitor of the Wireless Entities; provided, however, that notwithstanding its discharge herein the Monitor shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Monitor.

7. **THIS COURT ORDERS** that effective, *nunc pro tunc*, to the date of filing of the Monitor's Certificate with the Court, the Monitor shall be released and discharged from any and all liability that the Monitor has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Monitor while acting in its capacity as Monitor of the Wireless Entities, save and except for liability arising from its gross negligence or wilful misconduct.

8. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor of the Wireless Entities except with prior leave pursuant to an order of this Court made on prior written notice to the Monitor and provided any such order granting leave includes a term granting the Monitor security for its costs and the costs of its counsel in connection with any proposed action or proceeding, such security to be on terms this Court deems just and appropriate.

9. **THIS COURT ORDERS** that the Thirteenth Report of the Monitor dated June 23, 2015, the Fourteenth Report of the Monitor dated June 27, 2015, the Fifteenth Report and the activities of the Monitor described therein are hereby approved.

HOLDINGS BANKING ARRANGEMENTS

10. **THIS COURT ORDERS** that:

(a) any and all banking resolutions approved by the Applicant's board of directors in respect of banking services provided to the Applicant, including, without limitation, in relation to the financial institutions and accounts listed on Confidential Schedule "A", be and the same are hereby amended to provide that any document in respect of such banking services requiring signature on behalf of the Applicant (including all cheques and other negotiable instruments) (any such document being, a "**Banking Document**") may be signed by William E. Aziz, as Chief Restructuring Officer of the Applicant, alone, such execution not to take place without prior consultation with the Monitor; and

(b) Mr. Aziz, be and is hereby authorized for and on behalf of the Applicant, to execute and deliver all agreements, notices, consents, acknowledgements, certificates and other instruments and to do all such acts and things as may be necessary, desirable or useful for the purpose of giving effect to any or all of this Paragraph.

11. **THIS COURT ORDERS** that Confidential Schedule "A" hereto is hereby sealed pending further Order of the Court and shall not form part of the public record.

12. **THIS COURT ORDERS** that, for greater certainty, the provision in Paragraph 10(a) herein requiring consultation with the Monitor shall not be interpreted as providing the Monitor with any decision making authority in respect of Holdings' business or affairs and by such consultation, the Monitor shall not be, nor be deemed to be:

(a) a director, officer, management or directing mind of Holdings,

(b) in possession or control of any of Holdings' assets, including cash held in Holdings' bank accounts, or

(c) assuming any responsibility or liabilities of Holdings.

13. **THIS COURT ORDERS** that, in connection with the consultation described in Paragraph 10(a) herein, the Monitor shall have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Monitor.

AMENDMENT TO TITLE OF PROCEEDINGS

14. **THIS COURT ORDERS AND DECLARES** that the title of these proceedings is hereby amended to reflect the termination of this proceeding under the CCAA solely in respect of the Wireless Entities, as follows:

54

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

GENERAL

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicant, the Monitor and/or their respective agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUL 1 5 2015
MB

CONFIDENTIAL SCHEDULE "A"
LIST OF BANK ACCOUNTS

REDACTED

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-13-10274-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 8440522 CANADA INC., DATA & AUDIO-VISUAL ENTERPRISES WIRELESS INC., DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC. AND 2451608 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

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Lawyers for the Applicant

56

This is **Exhibit "C"** referred to in the

Affidavit of **William E. Aziz**

sworn before me, this **23rd day**

of **October, 2015**

A Commissioner for taking Affidavits

Michael Alexander Viner, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 15, 2017.

Court File No. CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 12TH
	)	
JUSTICE NEWBOULD	)	DAY OF AUGUST, 2015

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

CLAIMS PROCEDURE ORDER

THIS MOTION made by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") for an Order (i) establishing a claims procedure for the identification and quantification of claims against the Applicant; and (ii) extending the Stay Period (as defined in the Initial Order) to October 30, 2015, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of William E. Aziz, sworn August 7, 2015, the Sixteenth Report of Ernst & Young Inc., in its capacity as court-appointed Monitor in these proceedings (the "**Monitor**"), dated August 11, 2015 (the "**Sixteenth Report**"), and upon hearing the submissions of counsel for the Applicant, the Monitor and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of Alex Schmitt sworn August 10, 2015.

SERVICE

1 **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the Sixteenth Report be and is hereby abridged and validated, such that this Motion is properly returnable today, and that any further service of the Notice of Motion, the Motion Record or the Sixteenth Report is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2 **THIS COURT ORDERS** that, for the purposes of this Order (the "**Claims Procedure Order**"), in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

(a) "**Ad Hoc Committee of Noteholders**" means the ad hoc committee of holders of the Unsecured Senior Notes, represented by Goodmans LLP;

(b) "**Allowed Claim**" means the amount of the Claim of a Creditor against the Applicant as finally accepted and determined in accordance with this Claims Procedure Order and the CCAA;

(c) "**Amended and Restated Commitment Agreement**" means the second amended and restated commitment agreement dated as of April 29, 2011 among the Applicant, Quadrangle, and Data & Audio-Visual Enterprises Investments Inc.;

(d) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(e) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

(f) "**CCAA Proceedings**" means the within proceedings in respect of the Applicant under the CCAA;

(g) "**Charges**" has the meaning given to that term in the Initial Order;

(h) "**Claim**" means:

(i) any right or claim of any Person that may be asserted or made in whole or in part against the Applicant, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Applicant, and any interest accrued thereon or costs payable in respect thereof, in existence on the Claims Bar Date, or which is based on an event, fact, act or omission which occurred in whole or in part prior to the Claims Bar Date, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any claim arising from or caused by the termination, disclaimer, resiliation, assignment or repudiation by the Applicant of any contract, lease or other agreement, whether written or oral, any claim made or asserted against the Applicant through any affiliate, subsidiary, associated or related person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, and including for greater certainty any Equity Claim;

(ii) any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer is alleged to be by statute or otherwise by law liable to pay in his or her capacity as a Director or Officer (collectively, the "**Director/Officer Claims**"),

provided however that "Claim" shall not include an Excluded Claim;

(i) "**Claims Bar Date**" means 5:00 p.m. on September 21, 2015;

(j) "**Claims Packages**" means the materials to be provided by the Applicant to those Persons specified in accordance with this Claims Procedure Order, which materials shall include a blank Proof of Claim, an Instruction Letter, and such other materials as the Applicant, with the consent of the Monitor, may consider appropriate or desirable;

(k) "**Court**" means the Ontario Superior Court of Justice (Commercial List);

(l) "**Convertible Noteholders**" means, as applicable, the Registered Holders or beneficial holders of Convertible Notes;

(m) "**Convertible Notes**" means, collectively, the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes;

(n) "**Creditor**" means any Person having a Claim and includes the transferee or assignee or a Claim transferred and recognized as a Creditor in accordance with paragraphs 27 and 28 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

(o) "**Directors**" means all current and former directors (or their estates) of the Applicant;

(p) "**Equity Claim**" has the meaning set forth in Section 2(1) of the CCAA;

(q) "**Excluded Claim**" means:

(i) any claim secured by any of the Charges; and

(ii) any claim arising under the First Lien Notes, the First Lien Note Indenture, the Second Lien Notes or the Second Lien Note Purchase Agreement;

(r) "**First Lien Notes**" means the 9.5% First Lien Senior Secured Notes due April 29, 2018 issued by Wireless;

(s) "**First Lien Note Indenture**" means the indenture dated as of April 29, 2011 between Wireless, as issuer, the guarantors party thereto and the Equity Financial Trust Company, as trustee and collateral agent, in respect of the First Lien Notes, as the same may have been, and may be, amended, supplemented or restated from time to time;

(t) "**Initial Order**" means the Initial Order of the Honourable Justice Newbould made September 30, 2013 in these CCAA Proceedings, as amended, restated or varied from time to time;

(u) "**Instruction Letter**" means the instruction letter to Creditors, substantially in the form attached as Schedule "B" hereto, regarding the completion of a Proof of Claim by a Creditor and the claims procedure described herein;

(v) "**Intercreditor Agreement**" means the intercreditor agreement made as of April 29, 2011 among, *inter alios*, the Trustee, Quadrangle, the Applicant, Wireless and Data & Audio-Visual Enterprises Leasing Inc.;

(w) "**Known Creditors**" means a Creditor whose Claim against the Applicant is known to the Applicant as of the date of this Claims Procedure Order;

(x) "**Notice of Dispute of Revision or Disallowance**" means the notice referred to in paragraph 17 hereof substantially in the form attached as Schedule "E" hereto which must be delivered to the Monitor by any Creditor wishing to dispute a Notice of Revision or Disallowance, with reasons for its dispute;

(y) "**Notice of Revision or Disallowance**" means the notice referred to in paragraph 16 hereof, substantially in the form of Schedule "D" advising a Creditor that the Applicant, with the consent of the Monitor, has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim;

(z) "**Officers**" means all current and former officers (or their estates) of the Applicant;

(aa) "**Notice to Creditors**" means the notice for publication by the Monitor as described in paragraph 12 hereof, substantially in the form attached hereto as Schedule "A";

(bb) "**Person**" means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, government authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;

(cc) "**Proof of Claim**" means the Proof of Claim referred to in paragraph 14 hereof to be filed by Creditors, substantially in the form attached hereto as Schedule "C";

(dd) "**Quadrangle**" means QCP CW S.A.R.L.;

65

(ee) "**Registered Holder**" means, in respect of an Unsecured Senior Noteholder, Unsecured Pari Passu Noteholder, or Unsecured Subordinated Noteholder, as applicable, the holder of such securities as recorded on the books and records of Holdings or the Trustee, as the case may be;

(ff) "**Second Lien Notes**" means the second lien secured promissory notes issued by Wireless under the Second Lien Note Purchase Agreement;

(gg) "**Second Lien Note Purchase Agreement**" means the note purchase, guarantee and backstop agreement dated as of February 6, 2013 between Wireless, as issuer, Holdings and Data & Audio-Visual Enterprises Leasing Inc. as guarantors, each of the Purchasers (as defined therein) and Equity Financial Trust Company, as collateral agent, as the same may have been, and may be, amended, supplemented or restated from time to time;

(hh) "**Trustee**" means Equity Financial Trust Company or such other Person appointed as trustee from time to time under the Unsecured Senior Note Indenture;

(ii) "**Unknown Creditor**" means a Creditor other than a Known Creditor;

(jj) "**Unsecured Pari Passu Notes**" means the "Initial Convertible Debentures" as defined in the Amended and Restated Commitment Agreement;

(kk) "**Unsecured Senior Notes**" means the Series 2009 15% Senior Unsecured Debentures due September 25, 2018 and issued under the Unsecured Senior Note Indenture;

66

(ll) "**Unsecured Senior Noteholders**" means, as applicable, the Registered Holders or beneficial holders of the Unsecured Senior Notes, in their capacities as such;

(mm) "**Unsecured Senior Note Indenture**" means the trust indenture amended and restated as of April 29, 2011 between the Applicant, as issuer, and the Trustee, as trustee, pursuant to which the Applicant issued the Unsecured Senior Notes;

(nn) "**Unsecured Subordinated Notes**" means the "Future Convertible Debentures" (as defined in the Amended and Restated Commitment Agreement) issued pursuant to the Amended and Restated Commitment Agreement; and

(oo) "**Wireless**" means Data & Audio-Visual Enterprises Wireless Inc.

3 **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4 **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

GENERAL PROVISIONS

5 **THIS COURT ORDERS** that the Applicant and the Monitor are hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and execution of such forms, and (ii) to request any further documentation from a Creditor that the Applicant or the Monitor may require in order to enable them to determine the validity of a Claim.

6 **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect on the date of the Initial Order.

MONITOR'S ROLE

7 **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicant in connection with the administration of the claims procedure provided for herein, including the determination of Claims of Creditors and the referral of a particular Claim to the Court, as requested by the Applicant from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order.

CLAIMS PROCEDURE FOR UNSECURED SENIOR NOTEHOLDERS

8 **THIS COURT ORDERS** that neither the Applicant nor the Monitor shall be required to send Claims Packages to the Unsecured Senior Noteholders and that neither the Unsecured Senior Noteholders nor the Trustee shall be required to file Proofs of Claim in respect of any Claims pertaining to the Unsecured Senior Notes. Within five (5) Business Days of the date of this Order, the Applicant shall send to the Trustee (as agent for the Unsecured Senior Noteholders), with copies to the Monitor and to Goodmans LLP, on behalf of the Ad Hoc Committee of Noteholders, a notice stating the accrued amounts (including all principal and interest) owing directly by the Applicant under the Unsecured Senior Note Indenture and the Unsecured Senior Notes up to the date of the Initial Order. The Trustee shall confirm to the Monitor whether such amounts are accurate within seven (7) Business Days of receipt of the Applicant's notice. If such amounts are confirmed by the Trustee, or in the absence of any response by the Trustee within seven (7) Business Days of receipt of the Applicant's notice, such amounts shall be deemed to be the accrued amounts owing directly by the Applicant under

the Unsecured Senior Note Indenture and the Unsecured Senior Notes unless the amounts of Claims under the Unsecured Senior Note Indenture and the Unsecured Senior Notes are otherwise agreed to in writing by the Applicant, the Trustee and the Monitor, after consultation with the Ad Hoc Committee of Noteholders, in which case such agreement shall govern. If the Trustee indicates that it cannot confirm the accrued amounts owing directly by the Applicant under the Unsecured Senior Note Indenture and the Unsecured Senior Notes up to the date of the Initial Order, such amounts shall be determined by the Court, unless the amounts of such Claims are otherwise agreed to in writing by the Applicant, the Trustee and the Monitor, in consultation with the Ad Hoc Committee of Noteholders, in which case such agreement shall govern. The amount of the Claim of the Unsecured Senior Noteholders as determined in accordance with this paragraph shall be the "**Unsecured Senior Noteholders Allowed Claim**".

9 **THIS COURT ORDERS** that the Unsecured Senior Noteholders Allowed Claim shall constitute the Allowed Claim of the Unsecured Senior Noteholders in respect of their Unsecured Senior Notes.

CLAIMS PROCEDURE FOR CONVERTIBLE NOTEHOLDERS

10 **THIS COURT ORDERS** that neither the Applicant nor the Monitor shall be required to send Claims Packages to the Convertible Noteholders and that the Convertible Noteholders shall not be required to file Proofs of Claim in respect of any Claims pertaining to the Convertible Notes. Within five (5) Business Days of the date of this Order, the Applicant shall send to Quadrangle, with copies to the Monitor and to McCarthy Tetrault LLP, as counsel to Quadrangle, a notice stating the accrued amounts (including all principal and interest) owing directly by the Applicant under the Amended and Restated Commitment Agreement and the Convertible Notes up to the date of the Initial Order, with amounts owing under the Unsecured Subordinated Notes and the Unsecured Pari Passu Notes calculated and presented separately. Quadrangle shall confirm to the Monitor whether such amounts are accurate within seven (7)

Business Days of receipt of the Applicant's notice. If such amounts are confirmed by Quadrangle, or in the absence of any response by Quadrangle within seven (7) Business Days of receipt of the Applicant's notice, such amounts shall be deemed to be the accrued amounts owing directly by the Applicant under the Amended and Restated Commitment Agreement and Convertible Notes, unless the amounts of Claims under the Amended and Restated Commitment Agreement are otherwise agreed to in writing by the Applicant, Quadrangle and the Monitor in which case such agreement shall govern. If Quadrangle indicates that it cannot confirm the accrued amounts owing directly by the Applicant under the Amended and Restated Commitment Agreement and the Convertible Notes, with amounts owing under the Unsecured Subordinated Notes and the Unsecured Pari Passu Notes calculated and presented separately, up to the date of the Initial Order, such amounts shall be determined by the Court, unless the amounts of such Claims are otherwise agreed to in writing by the Applicant, Quadrangle and the Monitor, in which case such agreement shall govern. The amount of the Claim of the holders of Unsecured Pari Passu Notes and Unsecured Subordinated Notes as determined in accordance with this paragraph shall be the "**Unsecured Pari Passu Notes Allowed Claim**" and the "**Unsecured Subordinated Notes Allowed Claim**", respectively.

11 **THIS COURT ORDERS** that the Unsecured Pari Passu Notes Allowed Claim and the Unsecured Subordinated Notes Allowed Claim shall each constitute the Allowed Claim in respect of the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes; provided, however, that the ranking and priority of such Allowed Claims shall be subject to the terms of the Intercreditor Agreement.

NOTICE TO CREDITORS

12 **THIS COURT ORDERS** that the Monitor shall publish the Notice to Creditors for at least one (1) Business Day in The Globe & Mail (National Edition) as soon as practicable after the granting of this Claims Procedure Order.

CLAIMS PROCEDURE FOR REMAINING CREDITORS

(i) Claims Package

13 **THIS COURT ORDERS** that, subject to paragraphs 8 through 11 hereof, the Monitor shall send a Claims Package to (i) each of the Known Creditors by prepaid ordinary mail to the address last shown on the books and records of the Applicant before 11:59 p.m. on the date that is five (5) Business Days after the date hereof; and (ii) any Unknown Creditor who makes a request therefor prior to the Claims Bar Date.

14 **THIS COURT ORDERS** that, subject to paragraphs 8 through 11 hereof, any Creditor that wishes to assert a Claim must file a completed Proof of Claim such that it is received by the Monitor by no later than the Claims Bar Date.

(ii) Adjudication of Claims

15 **THIS COURT ORDERS** that, subject to paragraphs 8 through 11 hereof, the Claim of any Creditor that is not the subject of a Proof of Claim filed by that Creditor such that it is received by the Monitor by the Claims Bar Date shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Creditor received a Claims Package.

16 **THIS COURT ORDERS** that the Applicant, with the assistance of the Monitor, shall review all Proofs of Claim received by the Claims Bar Date, and shall accept, revise or reject the amount of each Claim set out therein. The Monitor shall notify each Creditor who has delivered a Proof of Claim by the Claims Bar Date in respect of a Claim that has been revised or rejected of the reasons for such revision or rejection by sending a Notice of Revision or Disallowance.

17 **THIS COURT ORDERS** that any Creditor who wishes to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance such that it is received by the Monitor by no later than 5:00

p.m. on the date that is five (5) Business Days after the date of delivery to the applicable Creditor of the Notice of Revision or Disallowance referred to in the paragraph immediately preceding.

18 **THIS COURT ORDERS** that where a Creditor that receives a Notice of Revision or Disallowance pursuant to paragraph 16 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 17 above, the value of such Creditor's Allowed Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of the Creditor's rights to dispute the Allowed Claim as valued on the Notice of Revision or Disallowance or to otherwise assert or pursue such Allowed Claims in an amount that exceeds the amount set forth on the Notice of Revision or Disallowance for all purposes shall be forever extinguished and barred without further act or notification.

(iii) Resolution of Claims

19 THIS COURT ORDERS that, notwithstanding anything to the contrary herein and not including Claims pertaining to the Unsecured Senior Notes and the Convertible Notes, the Applicant may (with the consent of the Monitor) in writing and at any time, settle and resolve any Claims.

20 **THIS COURT ORDERS** that in the event that the Applicant, with the assistance of the Monitor, is unable to resolve a dispute regarding any Claim with a Creditor, the Applicant shall so notify the Monitor and the Creditor. Thereafter, the Claim shall be referred to the Court for resolution or to such alternative dispute resolution mechanism as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Creditor. The Court or an alternative dispute resolution mechanism, as the case may be, shall resolve the dispute between the Applicant and the Creditor.

(iv) Director/Officer Claims

21 **THIS COURT ORDERS** that, for greater certainty, the procedures in paragraphs 15 - 20 shall not apply to Director/Officer Claims.

22 **THIS COURT ORDERS** that if a Person does not file a Proof of Claim with the Monitor such that it is received by the Monitor by the Claims Bar Date with respect to a Director/Officer Claim, such Director/Officer Claim of such Person shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Person received a Claims Package and the Directors and Officers shall have no liability whatsoever in respect of such Director/Officer Claims.

23 **THIS COURT ORDERS** that the Monitor shall forthwith provide the relevant Director or Officer (and his or her counsel) with a copy of any Proofs of Claim received in respect of Director/Officer Claims.

(iv) Resolution of Director/Officer Claims

24 **THIS COURT ORDERS** that in the event that the Applicant determines (with the consent of the applicable Directors and Officers) that it is necessary to finally determine the amount of a Director/Officer Claim and the Applicant, with the assistance of the Monitor and the consent of the applicable Directors and Officers, is unable to resolve a dispute regarding such Director/Officer Claim with the Person asserting such Director/Officer Claim, the Applicant shall so notify the Monitor and such Person. Thereafter, the disputed Director/Officer Claim shall be referred to the Court for resolution or to such alternative dispute resolution mechanism as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Person. The Court or an alternative dispute resolution mechanism, as the case may be, shall resolve the dispute.

EXCLUDED CLAIMS

25 **THIS COURT ORDERS** that, for greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Order in respect of such Excluded Claim.

SET-OFF

26 **THIS COURT ORDERS** that the Applicant may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to any Creditor, any claims of any nature whatsoever that the Applicant may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Applicant of any such claim that the Applicant may have against such Creditor.

NOTICE OF TRANSFEREES

27 **THIS COURT ORDERS** that, subject to paragraph 28, if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicant shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Applicant and the Monitor in writing. Thereafter, any such transferee or or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by the notices given and steps taken in respect of such Claim in accordance with the provisions of this Order.

28 **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall restrict Unsecured Senior Noteholders who have beneficial ownership of a Claim in respect of Unsecured Senior Notes from transferring or assigning such Claim.

SERVICE AND NOTICE

29 **THIS COURT ORDERS** that the Applicant and the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant or set out in such Creditor's Proof of Claim.

30 **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Creditor to the Monitor or the Applicant under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

If to the Applicant:

Data & Audio Visual Enterprises Holdings Inc.
c/o Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3800, P.O. Box 84
Toronto, Ontario, M5J 2Z4
Attention: Evan Cobb

Email: Evan.Cobb@nortonrosefulbright.com

If to the Monitor:

Ernst & Young Inc., Court-appointed Monitor of Data & Audio-Visual Enterprises Holdings Inc.

Claims Process

222 Bay Street
P.O. Box 251
Toronto, Ontario M5K 1J7
Attention: Fiona Han

Fax: (416) 943-2825
Email: mobilicity.monitor@ca.ey.com

With a copy to:

Thornton Grout Finnigan LLP
Suite 3200, 100 Wellington Street West
P.O. Box 329, Toronto-Dominion Centre,
Toronto, Ontario M5K 1K7
Attention: Leanne Williams

Fax: (416) 304-1313
Email: LWilliams@tgf.ca

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

31 **THIS COURT ORDERS** that in the event that this Claims Procedure Order is later amended by further Order of the Court, the Applicant or the Monitor shall post such further Order on the Monitor's website and such posting shall constitute adequate notice to Creditors of such amended claims procedure.

STAY EXTENSION

32 **THIS COURT ORDERS** that the Stay Period, as defined in paragraph 15 of the Initial Order, be and is hereby extended up to and including October 30, 2015.

MISCELLANEOUS

33 **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

34 **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, or any judicial, regulatory or administrative body having jurisdiction in Canada, the United States of America, or any other foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative

76

bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

AUG 1 2 2015

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-13-10274-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

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Fax: +1 416.216.3930

Lawyers for the Applicant

This is **Exhibit "D"** referred to in the

Affidavit of **William E. Aziz**

sworn before me, this **23rd day**

of **October, 2015**

MV

A Commissioner for taking Affidavits

Michael Alexander Viner, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires April 15, 2017.

79

Court File No. CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 14TH
	)	
JUSTICE NEWBOULD	)	DAY OF AUGUST, 2015

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

DISTRIBUTION ORDER

THIS MOTION made by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") for an Order approving, among other things,

(a) the distribution on behalf of the Applicant of a portion of the Holdings Cash (as defined below) to holders of the Remaining First Lien Notes (as defined below) and to holders of Second Lien Notes (as defined below);

(b) approving and directing certain distributions to employees and contractors of Wireless and to the Chief Restructuring Officer and financial advisors of Holdings; and

(c) establishing a procedure for future distributions to unsecured creditors of Holdings,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of William E. Aziz, sworn August 13, 2015, (the "**Aziz Affidavit**") and the Seventeenth Report of Ernst & Young Inc., in its capacity as court-appointed Monitor in these proceedings (the "**Monitor**"), dated August 13, 2015 (the "**Seventeenth Report**"), and upon hearing the submissions of counsel for the Applicant, the Monitor and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of Alexander Schmitt sworn August 13, 2015.

SERVICE

1 **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the Seventeenth Report be and is hereby abridged and validated, such that this Motion is properly returnable today, and that any further service of the Notice of Motion, the Motion Record or the Seventeenth Report is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2 **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined herein have the meanings ascribed to them in the Aziz Affidavit, and that the following terms shall have the following meanings for the purposes of this Order:

(a) "**Ad Hoc Committee of Noteholders**" means the ad hoc committee of holders of the Unsecured Senior Notes, represented by Goodmans LLP;

(b) "**Allowed Claim**" has the meaning ascribed thereto in the Claims Procedure Order, excluding Director/Officer Claims (as defined in the Claims Procedure Order);

(c) "**Amended and Restated Commitment Agreement**" means the second amended and restated commitment agreement dated as of April 29, 2011 among the Applicant, Quadrangle, and Data & Audio-Visual Enterprises Investments Inc.;

(d) "**Assumed First Lien Notes**" means the First Lien Notes beneficially owned or otherwise controlled by Catalyst as at July 2, 2015 in an aggregate principal amount of $69,765,000;

(e) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(f) "**Claim**" has the meaning ascribed thereto in the Claims Procedure Order, excluding Director/Officer Claims (as defined in the Claims Procedure Order);

(g) "**Claims Procedure Order**" means the Order of the Court in these proceedings made August 12, 2015;

(h) "**First Lien Notes**" means the 9.5% First Lien Senior Secured Notes due April 29, 2018 issued by Wireless;

(i) "**First Lien Notes Indenture**" means the indenture dated as of April 29, 2011 between Wireless, as issuer, the guarantors party thereto and the First Lien Notes Trustee, in respect of the First Lien Notes, as amended, supplemented or restated from time to time;

(j) "**First Lien Notes Trustee**" means Equity Financial Trust Company, in its capacity as trustee and collateral agent under the First Lien Notes Indenture;

(k) "**Holdback Funds**" means a portion of the Remaining Cash sufficient to satisfy those amounts secured by the Charges other than the DIP Lenders' Charge and the KERP Charge (as those terms are defined in the Initial Order);

(l) "**Holdings Cash**" means all cash amounts held from time to time by Holdings or by the Monitor on behalf of Holdings;

(m) "**Initial Order**" means the initial order of this Court made in these proceedings September 30, 2013 (as amended);

(n) "**Payable Date**" means August 24, 2015, which date may be amended by the Applicant with the consent of the Ad Hoc Committee of Noteholders and Quadrangle, in consultation with the Monitor;

(o) "**Remaining Cash**" means the Holdings Cash, net of the First Lien Distribution Amount and Second Lien Distribution Amount;

(p) "**Remaining First Lien Notes**" means the First Lien Notes other than the Assumed First Lien Notes;

(q) "**Second Lien Notes**" means the second lien secured promissory notes issued by Wireless under the Second Lien Note Purchase Agreement;

(r) "**Second Lien Notes Purchase Agreement**" means the note purchase, guarantee and backstop agreement dated as of February 6, 2013 between Wireless, as issuer, the Applicant and Data & Audio-Visual Enterprises Leasing Inc. as guarantors, each of the "Purchasers" (as defined therein) and Equity Financial Trust Company, as collateral agent, as the same may have been, and may be, amended, supplemented or restated from time to time;

(s) "**Unsecured Distribution Amount**" means the Remaining Cash, less: (i) the Holdback Funds, (ii) the Quadrangle Priority Payment Amount (if any); and (iii) the DAVE Priority Payment Amount (if any);

(t) "**Unsecured Pari Passu Notes**" means the $59,741,000 principal amount of "Initial Convertible Debentures" as defined in the Amended and Restated Commitment Agreement and issued pursuant to the Amended and Restated Commitment Agreement;

(u) "**Unsecured Subordinated Notes**" means the $35,000,000 principal amount of "Future Convertible Debentures" as defined in the Amended and Restated Commitment Agreement and issued pursuant to the Amended and Restated Commitment Agreement;

(v) "**Unsecured Senior Notes**" means the Series 2009 15% Senior Unsecured Debentures due September 25, 2018 and issued under the Unsecured Senior Note Indenture;

(w) "**Unsecured Senior Note Indenture**" means the trust indenture amended and restated as of April 29, 2011 between the Applicant, as issuer, and the Unsecured Senior Notes Trustee as trustee, pursuant to which the Applicant issued the Unsecured Senior Notes;

(x) "**Unsecured Senior Notes Trustee**" means Equity Financial Trust Company, in its capacity as trustee under the Unsecured Senior Notes Indenture;

(y) "**Vesting Order**" means the Order of this Court granted in this proceeding on June 29, 2015;

(z) **Wireless**" means Data & Audio-Visual Enterprises Wireless Inc.; and

DISTRIBUTION

3 **THIS COURT ORDERS** that the Monitor (on behalf of the Applicant) is authorized, directed and empowered, on August 17, 2015 (the "**Distribution Date**"), to make a distribution (the "**First Lien Note Distribution**") from the Holdings Cash to the First Lien Notes Trustee of an amount determined, as follows:

(a) the principal amount outstanding on the Remaining First Lien Notes as of the Payable Date; *plus*

(b) all accrued and unpaid interest (including default interest prescribed under Section 2.11 of the First Lien Notes Indenture and Paragraph 1 of the First Lien Notes calculated from May 16, 2013 (including interest on overdue instalments of interest) in respect of the Remaining First Lien Notes up to and including the Payable Date; *plus*

(c) the premium prescribed under section 3.07(c) of the First Lien Notes Indenture in respect of the Remaining First Lien Notes,

the aggregate amount of all of which is set out in the chart at paragraph 15 to the Seventeenth Report (the "**First Lien Distribution Amount**"), in full and final satisfaction of all amounts owing under the Remaining First Lien Notes and the First Lien Notes Indenture, and upon such distribution being made all security for the obligations under the Remaining First Lien Notes and the First Lien Notes Indenture are released.

4 **THIS COURT ORDERS** that the Monitor is hereby authorized, directed and empowered to take any further steps that it deems necessary or desirable to complete the distributions described in Paragraph 3 above.

5 **THIS COURT ORDERS** that,

(a) following the granting of this Order, the First Lien Notes Trustee shall notify all registered holders of Remaining First Lien Notes as of the date of this Order (such date being the "**Record Date**") of: (i) the Record Date; (ii) the Distribution Date and the requirement for registered holders to deliver the Remaining First Lien Notes to the First Lien Notes Trustee in accordance with paragraph 5(b) below; (iii) the Payable Date; and (iv) the amount to be distributed to registered holders on the Payable Date and following delivery of all Remaining First Lien Notes to the First Lien Notes Trustee;

(b) upon receipt by the First Lien Notes Trustee of the First Lien Distribution Amount pursuant to Paragraph 3 hereof and delivery of all Remaining First Lien Notes to the First Lien Notes Trustee, which delivery must occur not less than two Business Days prior to the Payable Date, the First Lien Notes Trustee is authorized, directed and empowered to distribute the First Lien Distribution Amount to the registered holders of Remaining First Lien Notes on the Payable Date in accordance with such registered holders' respective holdings of Remaining First Lien Notes; and

(c) each registered holder of a Remaining First Lien Notes shall forthwith distribute the portion of the First Lien Distribution Amount it receives in accordance with subparagraph (b) above to (or as directed by) the beneficial holders of such First Lien Notes as at the Record Date in accordance with such registered holder's customary operating practices.

6 **THIS COURT ORDERS** that the certificates representing the Assumed First Lien Notes shall be returned to the First Lien Notes Trustee and the First Lien Notes Trustee is authorized,

86

empowered and directed to cancel all Assumed First Lien Notes off of the register that it maintains in respect of the First Lien Notes without consideration from the First Lien Notes Trustee or any distribution under this Order.

7 **THIS COURT ORDERS** that the Monitor (on behalf of the Applicant) is authorized, directed and empowered to make a distribution from the Holdings Cash to each holder of Second Lien Notes (such distributions being collectively, the "**Second Lien Note Distributions**") who has delivered to the Monitor (on behalf of the Applicant) the certificates representing the Second Lien Notes, its pro rata portion of that amount determined as of the Distribution Date to be owing under the Second Lien Notes and the Second Lien Note Purchase Agreement as set out in the chart at paragraph 15 to the Seventeenth Report (the "**Second Lien Distribution Amount**"), in full and final satisfaction of all amounts owing to such holder under such holder's Second Lien Notes and the Second Lien Note Purchase Agreement.

8 **THIS COURT ORDERS** that the Monitor is hereby authorized, directed and empowered to take any further steps that it deems necessary or desirable to complete the distributions described in Paragraph 7 above.

9 **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicant and any bankruptcy order issued pursuant to any such application; and

(c) any assignment in bankruptcy made in respect of the Applicant;

the First Lien Note Distribution and the Second Lien Note Distributions shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall they constitute nor be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, or other reviewable transactions under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation, and shall, upon the receipt thereof by the registered holders of the Remaining First Lien Notes and the Second Lien Notes, be free of all claims, liens, security interests, charges or other encumbrances granted by or relating to Holdings.

DISTRIBUTIONS FOLLOWING CLAIMS PROCESS

10 **THIS COURT ORDERS** that as soon as practicable following the Claims Bar Date (as defined in the Claims Procedure Order), the Remaining Cash, which, if required in each case, will be net of the Holdback Funds and any additional holdback that may be necessary on account of Claims that have not been fully and finally determined in accordance with the Claims Procedure Order, shall be distributed by the Applicant (or by the Monitor on behalf of the Applicant) as follows:

(a) firstly, if Quadrangle makes the Priority Payment Election for all of its Claims (other than for its Claims under the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes), (i) Quadrangle Advisors II LLC shall receive a distribution in an amount equal to the Quadrangle Priority Payment Amount in full and final satisfaction of all Claims of Quadrangle and its affiliates and funds managed or administered by it, including Quadrangle Advisors II LLC (other than its Claims under the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes) and (ii) Michael Huber will not be entitled to receive a distribution from Holdings in respect of the Claims (if any) of Michael Huber, in his capacity as a director of Holdings or any of its affiliates or otherwise. For greater certainty, this paragraph 10(a) shall not restrict the rights of Michael Huber, in his capacity as a director of Holdings or any of its affiliates or otherwise, from asserting any Claim other than for distribution purposes, including (without limitation) for the purpose of asserting any rights or entitlements under any directors' insurance policy;

(b) secondly, if Data & Audio-Visual Enterprises Investments Inc. and its affiliates make the Priority Payment Election for all of their Claims, (i) Data & Audio-Visual Enterprises Investments Inc. and its affiliates shall receive a distribution in an aggregate amount equal to the DAVE Priority Payment Amount, in full and final satisfaction of all Claims of Data & Audio-Visual Enterprises Investments Inc. and its affiliates and (ii) John Bitove will not be entitled to receive a distribution from Holdings in respect of the Claims (if any) of John Bitove, in his capacity as a director of Holdings or any of its affiliates or otherwise. For greater certainty, this paragraph 10(b) shall not restrict the rights of John Bitove, in his capacity as a director of Holdings or any of its affiliates or otherwise, from asserting any Claim other than for distribution purposes, including (without limitation) for the purpose of asserting any rights or entitlements under any directors' insurance policy;

(c) thirdly, to all other holders of unsecured Allowed Claims, a pro rata share of the Unsecured Distribution Amount equal to the percentage that the value that such holder's unsecured Allowed Claim bears to the aggregate value of all unsecured Allowed Claims (including, solely if the Priority Payment Election has not been made in respect thereof, the unsecured Allowed Claims of Quadrangle (other than its claims under the Unsecured Pari Passu Notes and the Unsecured

89

Subordinated Notes) or the unsecured Allowed Claims of Data & Audio-Visual Enterprises Investments Inc. and its affiliates, as applicable), provided that the holders of Unsecured Senior Notes and Unsecured Pari Passu Notes shall receive a pro rata share of the Unsecured Distribution Amount equal to the percentage that the value of all Allowed Claims under the Unsecured Senior Notes, Unsecured Pari Passu Notes and Unsecured Subordinated Notes, bear to the aggregate value of all unsecured Allowed Claims (including, solely if the Priority Payment Election has not been made in respect thereof, the unsecured Allowed Claims of Quadrangle (other than its claims under the Unsecured Pari Passu Notes and the Unsecured Subordinated Notes) or the unsecured Allowed Claims of Data & Audio-Visual Enterprises Investments Inc. and its affiliates, as applicable) (the "**Unsecured Noteholder Distribution**"), which Unsecured Noteholder Distribution shall be shared as follows: (i) 63.45% of the Unsecured Noteholder Distribution to the holders of Unsecured Senior Notes; and (ii) 36.55% of the Unsecured Noteholder Distribution to the holders of the Unsecured Pari Passu Notes. For greater certainty, the holders of Unsecured Subordinated Notes, in their capacities as such, shall not receive any distribution from the Unsecured Distribution Amount.

11 **THIS COURT ORDERS** that Holdings and the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to the distributions proposed herein.

12 **THIS COURT ORDERS** that the distributions described in Paragraph 10 above shall be subject to the rights of any creditors holding Allowed Claims secured by the Holdings Cash to assert such secured Allowed Claim against the Holdings Cash in priority to the distributions set described in Paragraph 10 above.

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13 **THIS COURT ORDERS** that no Priority Payment Election will be valid or recognized for the purposes of this Order unless made within two Business Days following the Claims Bar Date and, for greater certainty, if a Priority Payment Election is made (i) no Proof of Claim (as defined in the Claims Procedure Order) is required to be filed by the party making such Priority Payment Election in order to receive the payment in accordance with paragraph 10(a) or 10(b) above, as applicable; and (ii) any Proof of Claim that has been filed by such party prior to making its Priority Payment Election shall be null and void.

14 **THIS COURT ORDERS** that to the extent that the Holdback Funds are not used to satisfy amounts secured by the Charges (other than the DIP Lenders' Charge and the KERP Charge), the Holdback Funds form part of the Unsecured Distribution Amount and be paid in the manner set out in paragraph 10 above.

ADDITIONAL DISTRIBUTIONS

15 **THIS COURT ORDERS** that the Employee Distribution Amounts, and any payment of such amounts by Holdings (or by the Monitor on Holdings' behalf), are hereby approved and ratified.

16 **THIS COURT ORDERS** that the Monitor (on behalf of Holdings) is directed to pay to the Financial Advisors (as defined in the Initial Order) all amounts agreed by Holdings and the Financial Advisors to be owing to the Financial Advisors provided that such amounts do not exceed the amounts set out in the FA Engagement Letters (as defined in the Initial Order).

17 **THIS COURT ORDERS** that the BlueTree Amendment is hereby approved and is effective and binding and Holdings (or the Monitor on behalf of Holdings) is directed to pay the amounts owing to BlueTree under the BlueTree Engagement Letter, as amended by the BlueTree Amendment.

91

MISCELLANEOUS

18 **THIS COURT ORDERS** that the BlueTree Engagement Letter and BlueTree Amendment attached as Confidential Exhibits "G" and "H" to the Aziz Affidavit are hereby sealed pending further Order of the Court and shall not form part of the public record.

19 **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, or any judicial, regulatory or administrative body having jurisdiction in Canada, the United States of America, or any other foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

20 **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-13-10274-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

DISTRIBUTION ORDER

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF WILLIAM E. AZIZ
(Sworn October 23, 2015)

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93

Tab 3

Court File No. CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	●, THE ●
	)	
JUSTICE NEWBOULD	)	DAY OF OCTOBER, 2015

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

ORDER

THIS MOTION made by Data & Audio-Visual Enterprises Holdings Inc. ("**Holdings**" or the "**Applicant**") for an Order, among other things,

(a) approving the activities of Ernst & Young Inc., in its capacity as Monitor in these proceedings (in such capacity, the "**Monitor**") as set out in the eighteenth report of the Monitor dated ● (the "**Eighteenth Report**"), as well as the Sixteenth Report of the Monitor dated August 11, 2015, and the Seventeenth Report of the Monitor dated August 13, 2015;

(b) approving the fees and disbursements of the Monitor and its counsel from September 13, 2014 to the date of the completion of the Monitor's appointment, including an accrual for fees and disbursements to completion of the Monitor's appointment, all as described in the Eighteenth Report;

(c) discharging Ernst & Young Inc. as Monitor of the Applicant in the within proceedings upon completion of the Outstanding Matters (as defined below);

(d) providing for the termination and discharge of the engagement of BlueTree Advisors II Inc., and William E. Aziz on behalf of BlueTree Advisors II Inc., as Chief Restructuring Officer of the Applicant (in such capacity, the "**CRO**");

(e) extending the Stay Period (as defined below); and

(f) providing for the termination of these proceedings,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of William E. Aziz, sworn October 23, 2015, (the "**Aziz Affidavit**") and the Eighteenth Report, and upon hearing the submissions of counsel for the Applicant, the Monitor and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of ● sworn ●, 2015.

SERVICE

1 **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the Eighteenth Report be and is hereby abridged and validated, such that this Motion is properly returnable today, and that any further service of the Notice of Motion, the Motion Record or the Eighteenth Report is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2 **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined herein have the meanings ascribed to them in the Aziz Affidavit.

MONITOR

3 **THIS COURT ORDERS AND DECLARES** that upon the Monitor filing a certificate certifying that it has completed the Outstanding Matters (as defined below) (the "**Monitor's Certificate**"), the Monitor shall be discharged as Monitor of the Applicant herein, provided however that notwithstanding its discharge herein the Monitor shall remain Monitor for the performance of such incidental duties as may be required to complete the administration of the estate herein or the Residual Asset Transaction and the Monitor shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Ernst & Young Inc. in its capacity as Monitor.

In this Order "**Outstanding Matters**" means:

a) the disbursement of remaining funds pursuant to the Order of this Court made on August 14, 2015; and

b) seeking directions from and informing the Court in respect of any Residual Asset Transaction and the termination of these proceedings (the "**CCAA Proceedings**"); and

c) seeking directions from and informing the Court in respect of the Disputed Claims (as defined in the Eighteenth Report).

4 **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, including an accrual for fees and disbursements to the completion of the Outstanding Matters by the Monitor, all as set out in the Eighteenth Report, are hereby approved.

5 **THIS COURT ORDERS** that effective on the date of filing of the Monitor's Certificate with the Court, the Monitor shall be released and discharged from any and all liability that the Monitor has or may hereafter have by reason of, or in any way arising out of, the acts or

omissions of the Monitor while acting in its capacity as Monitor of the Applicant, save and except for liability arising from its gross negligence or wilful misconduct.

6 **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor of the Applicant except with prior leave pursuant to an order of this Court made on prior written notice to the Monitor and provided any such order granting leave includes a term granting the Monitor security for its costs and the costs of its counsel in connection with any proposed action or proceeding, such security to be on terms this Court deems just and appropriate.

7 **THIS COURT ORDERS** that the Sixteenth Report of the Monitor dated August 11, 2015, the Seventeenth Report of the Monitor dated August 13, 2015 and the Eighteenth Report and the activities of the Monitor described therein are hereby approved.

CHIEF RESTRUCTURING OFFICER

8 **THIS COURT ORDERS** that effective on November 24, 2015 or on such other date as may be ordered by the Court prior to November 24, 2015 (the "**CRO Termination Date**"), the appointment of the CRO in respect of the Applicant shall be automatically terminated and the CRO discharged from any further obligations in respect of the Applicant, both as CRO and as director.

9 **THIS COURT ORDERS** that effective on the CRO Termination Date, the CRO shall be released and discharged from any and all liability that the CRO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the CRO while acting in the capacity of CRO or director of the Applicant.

10 **THIS COURT ORDERS** that notwithstanding any provision of this Order, the CRO may carry out such functions and duties as may be incidental to the termination of the proceedings or

the Residual Asset Transaction under the CCAA in respect of the Applicant and in carrying out such functions and duties, the CRO shall continue to have the benefit of any and all of the protections granted in the CCAA proceedings of the Applicant.

STAY PERIOD

11 **THIS COURT ORDERS** that the Stay Period, as defined in the Initial Order, be and is hereby extended until such date as the Monitor delivers the Monitor's Certificate, at which time the Stay Period will be deemed terminated.

TERMINATION OF PROCEEDINGS

12 **THIS COURT ORDERS** that upon delivery of the Monitor's Certificate the CCAA Proceedings shall be terminated.

MISCELLANEOUS

13 **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, or any judicial, regulatory or administrative body having jurisdiction in Canada, the United States of America, or any other foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

14 **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-13-10274-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

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100

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DATA & AUDIO-VISUAL ENTERPRISES HOLDINGS INC.

Court File No: CV-13-10274-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

MOTION RECORD OF THE APPLICANT
(Stay Extension and Discharge Order)
(Returnable October 27, 2015)

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